



**PUBLIC SALE
U. S. GOVERNMENT REAL PROPERTY**

For Sale by Sealed Bid

**Grand and Adams Land
720-732 Grand Street and 727-733 Adams Street
Hoboken, New Jersey 07030**

Invitation for Bid #1PR-06-014

**Bid Opening: Tuesday, November 7, 2006
2:00 PM (local time)**

General Services Administration, Boston, Massachusetts

Sealed Bid Public Sale

INVITATION FOR BID: 1PR-06-014

**Grand and Adams Land, 720-732 Grand Street and 727-733 Adams Street,
Hoboken, NJ 07030 USA**

**THE INFORMATION BELOW MUST APPEAR IN THE LOWER
LEFT CORNER OF BID ENVELOPE:**

Bid for Real Property Grand and Adams Land

Invitation Number: 1PR-06-014

Opening Date and Time:

Tuesday, November 7, 2006 at 2:00 PM local time

SEND ALL BIDS TO: **General Services Administration (GSA)
Thomas P. O'Neill Federal Building
Business Service Center, Room 901
10 Causeway Street, Boston, MA 02222
(location of the bid opening)**

Sealed bids for the purchase of the Government property described in the Schedule portion of this Invitation for Bids (IFB) must be submitted in duplicate and will be received until **2:00 PM** local time on Tuesday, November 7, 2006 at the General Services Administration, Thomas P. O'Neill Federal Building, 10 Causeway Street, Boston, MA Business Service Center in Room 901. The bids will be opened publicly at that time at GSA's offices in Boston. The bid opening can be viewed by video simulcast in New York.

Prospective bidders are urged to inspect the property before submitting an offer. The property is vacant and although protected with chain-link fencing, is visible from the street. Please contact GSA: Manu Krishnakumar (manu.krishnakumar@gsa.gov) of the GSA Property Disposal Division in Boston at 617-565-5700 with any questions. Bidders are also urged to review the files maintained by the United States Environmental Protection Agency (EPA) concerning the investigation and cleanup at the property, maintained at the EPA Records Center at 290 Broadway, 18th floor, New York, NY 10007. To make an appointment to view EPA's files, please contact the EPA Records Center at 212-637-4308.

The failure of any bidder to be fully informed as to the condition of the property will not constitute grounds for any claim or demand for adjustment or withdrawal of bid after opening. Any and all bids submitted in response to this Invitation for Bids must be in compliance with, and submitted pursuant to, all the terms and provisions of this Invitation for Bids, including, without limitation: 1) the Instructions to Bidders which include the provisions of the Bid Form; 2) the General Terms of Sale; 3) the Special Terms of Sale, all of which are attached to this Invitation for Bid and by this reference made part thereof.

Important Notice: The Office of Property Disposal maintains a record of the names and addresses of all parties issued copies of this Invitation for Bids. **Any bidder who does not acknowledge receipt of any addendum, supplement, etc. issued applicable to this Invitation may be considered unresponsive, and any resultant bid may not be considered for award.** If you are not the person who received this Invitation for Bid directly through the mail from the Government or through an official representative of the Government, it is to your benefit to advise the General Services Administration in writing of the address to which any additional information concerning this Invitation for Bid should be mailed to. Contact: US General Services Administration, Office of Property Disposal, Thomas P. O'Neill, Jr. Federal Building, 10 Causeway Street, Room 925, Boston, MA 02222

See <http://www.auctionrp.gov> for more GSA properties being sold by online auction.

Schedule

INVITATION FOR BID: 1 PR-06-014

Property Location and Description

The Grand and Adams Land is located at 720-732 Grand Street and 727-733 Adams Street, Hoboken, Hudson County, New Jersey, 07030. The property is also known as Block 85, Lots 14, 15.1 and 15.2 on the tax map of the City of Hoboken. The 0.63-acre property is unimproved and flat. The Grand and Adams Land is also known as the Grand Street Mercury Superfund Site (Site). In 1996, the United States Environmental Protection Agency (EPA) determined that there was a release or threat of release of hazardous substances at the Site. The United States purchased the Grand and Adams Land as part of the Site cleanup. All remedial action identified by EPA for the Site has now been completed.

Prior to the Site cleanup, the Grand and Adams Land included an industrial building (722-732 Grand Street), a townhouse that was used for commercial purposes (720 Grand Street), and an adjacent asphalt-covered parking lot (727-733 Adams Street). In 1993, a group of artists purchased the Grand and Adams Land and converted the structures for use as condominiums combined with artist studios. However, in 1995, the owners learned that elemental mercury was present in the buildings. On January 2, 1996, EPA received a request from the New Jersey Department of Environmental Protection (NJDEP) to conduct an emergency removal action under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), also known as the Superfund law, and to assist the Hoboken Health Department (HHD) in assessing the extent of mercury contamination at 720 and 722-732 Grand Street. EPA asked the Agency for Toxic Substances and Disease Registry (ATSDR) to evaluate the Site. On January 3, 1996, ATSDR issued a Public Health Consultation which concluded that an imminent health hazard existed at the Site, and that the residents should be dissociated from further exposure to this mercury hazard.

On January 4, 1996, EPA authorized a Superfund removal action at the Site. During subsequent investigations, EPA found that mercury was present throughout the buildings and also in the soil at the Grand and Adams Land, as a result of the former industrial use. On September 25, 1997, the Grand Street Mercury Site was added to the National Priorities List (NPL), a list of priority sites for long-term remedial evaluation and response under EPA's Superfund program.

EPA issued a Record of Decision (ROD) for the Site on September 30, 1997. The remedy described in the ROD called for, among other things: permanent relocation of the residents; gross mercury decontamination and demolition of the buildings; excavation and off-site disposal of contaminated site soils; sampling of soils at adjacent properties; sampling of groundwater at the Site; and assessment of soil data from the adjacent properties and groundwater data to evaluate the need for future remedial action.

Since the issuance of the ROD in 1997, the United States acquired the Grand and Adams Land, the buildings have been demolished, mercury-contaminated soils have been excavated, the excavations backfilled with clean soil and the debris disposed of at EPA-approved facilities. The Remedial Action Report, prepared by General Electric Company (GE) in March 2005 and revised in July and August 2005, describes the building demolition and soil cleanup in detail. Sampling of

groundwater wells on and off site has shown that the groundwater underlying the Site does not contain mercury at levels that would pose an unacceptable risk to human health or the environment. Therefore, EPA determined that no action for the groundwater is warranted.

EPA has determined that all remedial actions for the Site have been completed, and that the remedy is protective of human health and the environment, and complies with the federal and state requirements identified in the ROD. The State of New Jersey has concurred with EPA's cleanup approach. EPA has begun the process of deleting the Grand and Adams Land (i.e., the Grand Street Mercury Site) from the NPL, but the deletion of the Site from the NPL will not become final until after the Grand and Adams Land has been sold. EPA expects to record a deed notice that will not restrict the future use of the Grand and Adams Land, but is informational in nature.

Note that in 1992, the then-owner of the Grand and Adams Land recorded a deed notice, entitled a Declaration of Environmental Restrictions ("DER"), as a condition of obtaining a Negative Declaration from NJDEP pursuant to the requirements of the New Jersey Environmental Cleanup Responsibility Act (now amended and known as the Industrial Site Recovery Act). During the subsequent EPA remedial action at the Grand Street Mercury Site, soil excavation occurred over much of the area affected by the DER. Because of the federal cleanup, some or all of the conditions that led NJDEP to require the DER may no longer be present at the property. It is EPA's understanding that NJDEP will require that the property owner record an amended deed notice identifying the presence of contaminants in the soil related to historic fill material at the Grand and Adams Land, and perhaps also referencing the Superfund remedial action. The New Jersey deed notice is not an EPA requirement and bidders are urged to contact NJDEP to discuss whether NJDEP will require revisions to the existing DER, or preparation and recording of a new deed notice.

Utilities

The Government makes no representation of any kind or nature, express or implied, as to the availability of utility services or the access to any such services from the property described in this Invitation for Bids. It shall be the responsibility of the purchaser to obtain utility services.

Access/Inspection

Prospective bidders are urged to inspect the property before submitting an offer. The property is vacant and although protected with chain-link fencing, is visible from the street. Bidders are also urged to review the files maintained by the United States Environmental Protection Agency (EPA) concerning the investigation and cleanup at the property. Please contact GSA: Manu Krishnakumar (manu.krishnakumar@gsa.gov), Property Disposal Division in Boston at 617-565-5700 with any questions. To make an appointment to review EPA files, please contact the EPA Region 2 Records Center at 212-637-4308. The Records Center is located on the 18th floor at 290 Broadway, New York, NY, 10007.

Property Description

BEGINNING at a point formed by the intersection of the southerly line of Eighth Street with the easterly line of Adams Street and running thence:

- (1) S-13'-04'-W and along the easterly line of Adams Street a distance of 100.00 feet to a point, thence
- (2) S-76'-56'-E and parallel to Eighth Street a distance of 100.00 feet to a point, thence
- 3) S-13'-04'-W and parallel to Adams Street a distance of 75.00 feet to a point, thence
- (1) S-76'-56'-E and parallel to Eighth Street a distance of 100.00 feet to a point in the westerly line of Grand Street, thence
- (2) N-13'-04'-E and along the westerly line of Grand Street a distance of 175.00 feet to a point in the southerly line of Eighth Street, thence
- (3) N-76'-56'-W and along the southerly line of Eighth Street a distance of 200.00 feet to a point in the easterly line of Adams Street, said point being the point or place of beginning.

Said parcel known as Lots 14, 15.1 and 15.2 in Block 85 as shown on the Official Assessment Map of the City of Hoboken, Hudson County, N.J., and more commonly known as No. 720-732 Grand Street and No. 727-733 Adams Street, Hoboken, N.J.

Deeds

Because the remedial action selected by EPA for the Grand and Adams Land included the demolition of the structures formerly present on the Land, it was necessary for the United States to acquire the property and relocate the residents of the buildings. EPA performed this acquisition and relocation between 1997 and 2000. Note that when the property was acquired, the buildings then present on the property had been converted to condominiums. The United States acquired each separate property interest at the property, including the condominium association's interest in the common space, 16 individual condominium interests, a townhouse and two leasehold interests. However, the buildings on the property were demolished as part of EPA's remedial action at the Grand Street Mercury Superfund Site, which includes this property, so the only interest that will be sold is the property interest in the land.

Zoning

The Grand and Adams Land is currently zoned R(2). Under the City of Hoboken Code, R(2) allows for residential buildings, retail businesses and services (in accordance with certain regulations). Additional uses may be permitted as conditional uses. Please note that all reference to zoning is included for informational purposes only and is not to be relied upon by the bidder. Verification of present zoning and determination of permitted uses thereunder, along with

compliance of the property for present and any proposed future use of the property shall be the responsibility of the buyer. The United States makes no representations thereto. For information on and verification of the present zoning, bidders are urged to contact the City of Hoboken, New Jersey.

Instructions to Bidders

INVITATION FOR BIDS: 1PR-06-014

1. BID FORM.

- (a) Bids must be submitted in duplicate on the Bid Form accompanying this Invitation for Bids, and all information and certifications called for thereon must be furnished. Bids submitted in any other manner or which fail to furnish all information or certifications required may be summarily rejected. Bids may be modified or withdrawn by telegram received prior to the time fixed in this Invitation for Bids for the opening of bids.
- (b) Bids shall be filled out legibly with all erasures, strikeouts, and corrections initialed by the person signing the bid and the bid must be manually signed.
- (c) Negligence on the part of the bidder in preparing the bid confers no right for withdrawal or modification of the bid after it has been opened.
- (d) In submitting a bid, return two Bid Forms with original signatures. Retain all other documents, including one copy of the Bid Form, for your records.

- 2. BID ENVELOPES.** Envelopes containing bids must be sealed and addressed to the "Place of Bid Opening" stated in this Invitation for Bids. The name and address of the bidder must be shown in the upper left corner of the bid envelope. On the lower left corner of the envelope it must state: **Invitation number: 1PR-06-014 Bid Opening Date: November 7, 2006. Bid Opening Time: 2:00 PM (local time).**

No responsibility will attach to any officer of the Government for the premature opening of, or failure to open, a bid not properly addressed and identified.

3. LATE BIDS, MODIFICATIONS OF BIDS, OR WITHDRAWAL OF BIDS.

- (a) Any bid received at the office designated in this Invitation for Bids after the exact time specified for receipt will not be considered unless it is received before award is made and it:
 - (1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of bids (e.g., a bid submitted in response to a an Invitation for Bids requiring receipt of bids by the 20th of the month must have been mailed by the 15th); or
 - (2) Was sent by mail and it is determined by the Government that the late receipt was due solely to mishandling by the Government after receipt at the Government installation; or

- (3) Was sent by US Postal Service "Express Mail Next Day Service- Post Office to Addressee", not later than 5:00 P.M. at the place of mailing two working days prior to the date specified for receipt of bids. The term "working days" excludes weekends and US Federal holidays.
- (b) Any modification or withdrawal of a bid is subject to the same conditions as in paragraph (a) of this provision. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for receipt of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.
- (c) The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent either by registered or certified mail is the US Postal Service postmark both on the envelope or wrapper and on the original receipt from the US Postal Service. Both postmarks must show a legible date or the bid, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the US Postal Service on the date of mailing. Bidders should request the postal clerk to place a legible hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.
- (d) The only acceptable evidence to establish the time of receipt at the Government installation is the time/date stamp of that installation on the bid wrapper or other documentary evidence of receipt maintained by the installation.
- (e) The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent by US Postal Service Express Mail Next Day Service - Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service - Post Office to Addressee" label and the postmark on the envelope or wrapper and on the original receipt from the US Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision. Therefore, bidders should request the shipper to place a legible hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.
- (f) Notwithstanding any other language of this provision, a late modification of an otherwise successful bid that makes its terms more favorable to the Government will be considered at any time it is received, and may be accepted.
- 4. BID EXECUTED ON BEHALF OF BIDDER.** A bid executed by an attorney or agent on behalf of the bidder shall be accompanied by an authenticated copy of his or her Power of Attorney or other evidence of his authority to act on behalf of the bidder.

- (a) **CORPORATION.** If the bidder is a corporation, the Certificate of Corporate Bidder must be executed. This certificate must be executed under the corporate seal by some duly authorized officer of the corporation other than the officer signing the bid. In lieu of the Certificate of Corporate Bidder, there may be attached to the bid copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.
- (b) **PARTNERSHIP.** If the bidder is a partnership, and all partners sign the bid with a notation that they are all the partners, the Government will not ordinarily require any further proof of the existence of the partnership. If all the partners do not sign the bid, then the names of all those except limited partners must be furnished on the bid and the Government, in its discretion, may require evidence of the authority of the signer(s) to execute the bid on behalf of the partnership.
- (c) **LIMITED LIABILITY CORPORATION (LLC).** If the bidder is a Limited Liability Corporation (LLC), a Certificate of the LLC must be completed and executed by the manager.
5. **BID DEPOSIT.** The minimum bid is \$1,000,000.00. Each bid must be accompanied by a bid deposit of not less than FIFTY THOUSAND DOLLARS (\$50,000), in the form of a certified check, cashier's check, or postal money order made payable to the **US General Services Administration**. The bidder, at its option, may be named as an alternative payee. This will enable bidders whose bids are rejected to negotiate the instrument once it is returned. Failure to so provide such bid deposit shall require rejection of the bid. Upon acceptance of a bid, the bid deposit of the successful bidder shall be applied toward payment of the successful bidder's obligation to the Government. Bid deposits accompanying bids which are rejected will be returned to bidders, without interest, within five (5) working days after rejection of the bids.
6. **ADDITIONAL INFORMATION.** The General Services Administration issuing office, at the address given in this Invitation for Bids, will upon request, provide additional copies of this Invitation for Bids, Bid and Acceptance, and will answer requests for additional available information concerning the property offered to facilitate preparation of bids. Each bid submitted should be deemed to have been made with full knowledge of all terms, conditions, and requirements contained or referenced in this Invitation for Bids. The failure of any bidder to inspect, or to be fully informed as to the condition of any or all portions of the property offered will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid after opening.
7. **BIDS TO BE OPENED AT SPECIFIED TIME.** It shall be the duty of each bidder to see that its bid is delivered by the time and at the Place of Bid Opening prescribed in this Invitation for Bids. Bids (including modifications) received prior to the time fixed in this Invitation for Bids for the opening of bids will be securely kept unopened. No bid, modification, or withdrawal received after the time fixed in this Invitation for

Bids for the opening of bids will be considered except as provided under Paragraph 3 above. At the time fixed for the opening of bids, their contents will be made public by announcement for the information of bidders and others properly interested that may be present either in person or by representative.

- 8. WAIVER OF INFORMALITIES OR IRREGULARITIES.** The Government may, at its election, waive any minor informality or irregularity in bids received.

9. ACCEPTABLE BID.

The **minimum bid** for the subject property is ONE MILLION DOLLARS **(\$1,000,000).**

An acceptable bid is considered to be a bid received from a responsible bidder whose bid, conforming to this Invitation for Bids, will be most advantageous to the Government based on price and any other factors considered by the Government.

- 10. NOTICE OF ACCEPTANCE OR REJECTION.** Notice by the Government of acceptance or rejection of a bid shall be deemed to have been sufficiently given when telegraphed or mailed to the bidder or its duly authorized representative at the address indicated in the bid. The Government's processing of a bid deposit shall not, in itself, constitute acceptance of the bidder's offer. The Government reserves the right to reject any or all bids received or portions thereof.

General Terms of Sale

INVITATION FOR BIDS: 1PR-06-014

1. TERM - "INVITATION FOR BIDS".

The term "Invitation for Bids" (IFB) as used herein refers to the foregoing Invitation for Bids, and its Schedule; the Instructions to Bidders; the General Terms of Sale; the Special Terms of Sale and, the Bid Form; all as may be modified and supplemented by any addenda that may be issued prior to the time fixed in the Invitation for Bids for the opening of bids.

2. DESCRIPTION IN INVITATION FOR BIDS.

The description of the property set forth in the Invitation for Bids and any other information provided therein with respect to said property are based on information available to the GSA sales office and are believed to be correct, but any error or omission, including but not limited to the omission of any information available to the agency having custody over the property and/or any other Federal agency, shall not constitute grounds or reason for nonperformance of the contract of sale, or claim by purchaser for allowance, refund, or deduction from the purchase price.

3. INSPECTION. Bidders are invited, urged, and cautioned to inspect the property to be sold prior to submitting a bid, and the files maintained by EPA concerning the investigation and cleanup of the property. The failure of any bidder to inspect, or to be fully informed as to the condition of all or any portion of the property offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid after the bid opening. To review

EPA files, contact the EPA Records Center for an appointment @ 212-637-4308.

4. CONDITION OF PROPERTY. The property is offered for sale and will be sold "As Is" and "Where Is" without representation, warranty, or guarantee of any kind or nature, express or implied, including, without limitation, any representation, warranty or guarantee as to quantity, quality, title, character, condition, size, or kind, or that the same is in a condition or is fit to be used for any particular purpose, and no claim for any allowance or deduction or withdrawal of bid upon such grounds will be considered after the bid opening.

5. ZONING. Verification of the present zoning and determination of permitted uses thereunder, along with compliance of the property for present or proposed future use, shall be the sole responsibility of the bidder and the Government makes no representation or warranty in regard thereto. The Government does not guarantee that any zoning information is accurate or will remain unchanged. Any inaccuracies or changes in the zoning information shall not be cause for adjustment or rescission of any contract resulting from this Invitation for Bids.

6. CONTINUING OFFERS. Each bid received shall be deemed to be a continuing offer after the date of bid opening for 60 calendar days, unless the bid is accepted or rejected by the Government before the expiration of the 60 calendar days. If the Government

desires to accept any bid after the expiration of the 60 calendar days, the consent of the bidder shall be obtained prior to such expiration.

7. **TERMS.** The property shall be purchased for cash. The successful bidder is expected to arrange his or her own financing and to pay the balance due in full at the time of closing in accordance with Paragraph 14, of these "General Terms of Sale." The successful bidder's bid deposit shall be applied toward the purchase price.
8. **TAXES.** As of the date of conveyance, the successful bidder shall assume responsibility for all general and special real and personal property taxes which may have been or may be assessed on the property and shall prorate sums paid, or due to be paid, by the Government in lieu of taxes. (The Government is not aware that any taxes are currently due on the property.)
9. **RISK OF LOSS.** As of the date of conveyance, the successful bidder shall assume all responsibility for care and handling of the property and all risks of loss or damage to the property, and shall have all obligations and liabilities of ownership.
10. **REVOCATION OF BID AND DEFAULT.** In the event of revocation of a bid after notice of acceptance, or in the event of any default by the successful bidder in the performance of the contract of sale created by such acceptance, or in the event of failure by the successful bidder to consummate the transaction, the deposit, together with any payments subsequently made on account, may be forfeited at the option of the Government, in which event the bidder shall be relieved from further liability, or without forfeiting the said

deposit and payments, the Government may avail itself of any legal or equitable rights which it may have under the bid or contract of sale or as may be available to it at law or in equity. Election of remedies is at the sole and absolute discretion of the Government.

11. **GOVERNMENT LIABILITY.** If an offer is accepted by the Government and: (1) Government fails for any reason to perform its obligations as set forth herein; or (2) Title does not transfer or vest in the purchaser for any reason although purchaser is ready, willing, and able to close, Government shall promptly refund to purchaser all deposits and/or amounts of money purchaser has paid, without interest, whereupon Government shall have no further liability to purchaser. With respect to any claim that may be asserted against the Government, the Government's liability shall not, in any event, exceed refund of the purchase price or such portion thereof as the Government may have received.

12. **TITLE EVIDENCE.** Any title evidence which may be desired by the successful bidder will be procured by the bidder at its sole cost and expense. The Government will, however, cooperate with the successful bidder or its authorized agent in this connection, and will permit examination and inspection of such deeds, abstracts, affidavits of title, judgments in condemnation proceedings, or other documents relating to the title to the property involved, as it may have available. It is understood that the Government will not be obligated to pay for any expense incurred in connection with title matters or survey of the property, or to procure any documentation that is not readily available.

13. TITLE. If a bid for the purchase of the property is accepted, the Government's interest will be conveyed by a deed without warranties or covenants of title of any kind or nature.

14. TENDER OF PAYMENT AND DELIVERY OF INSTRUMENT OF CONVEYANCE. The Government shall set a sale closing date, said date to be not later than 45 calendar days after acceptance of the bid unless extended by the Government. On the closing date, the successful bidder shall tender to the Government, by electronic funds transfer (EFT), certified check, or cashiers check the balance of the purchase price, according to instructions provided by the Government. The Government's instructions will include instructions for two separate payments, one to the United States and one to the State of New Jersey. Upon confirmation by the Government of the receipt of acceptable funds, the Government shall deliver to the successful bidder the instrument, or instruments, of conveyance.

15. EASEMENTS. The property will be conveyed subject to any and all existing reservations, easements, restrictions, covenants, and rights, recorded and/or unrecorded, including, but not limited to, any easements, reservations, rights, and covenants described herein; any state of facts that would be disclosed by a physical examination of the property; any state of facts that a current, accurate and adequate survey of the property would disclose; and any and all other matters of record.

16. DELAYED CLOSING. The successful bidder shall pay interest on the outstanding balance of the purchase price if the closing of the sale is delayed, and the delay is caused, directly or indirectly, by the successful bidder's

action and not by any action on the part of the Government. The interest rate shall be computed based on the yield of 10-year United States Treasury maturities as reported by the Federal Reserve Board in "Federal Reserve Statistical Release H.12" plus one and one half percent (1-1/2%) rounded to the nearest one-eighth percent (1/8%) as of the date of bid acceptance. Notwithstanding the foregoing, the Government reserves the right to refuse a request for extension of closing.

17. DOCUMENTARY STAMPS AND COST OF RECORDING. The successful bidder shall pay any and all taxes and fees imposed on this transaction and shall obtain at bidder's own expense and affix to all instruments of conveyance and security documents such revenue and documentary stamps as may be required by Federal, state, and/or local law. All instruments of conveyance and security documents shall be placed on record in the manner prescribed by local recording statutes at the successful bidder's expense. A conformed copy of the recorded Deed shall be provided to:

U.S General Services Administration
Property Disposal Division (1PR)
10 Causeway Street, Room 925
Boston, MA 02222

18. CONTRACT. The Invitation for Bids, and the bid when accepted by the Government, shall constitute an agreement for sale between the successful bidder and the Government. Such agreement shall constitute the whole contract to be succeeded only by the formal instruments of transfer, unless modified in writing and signed by both parties. No oral statements or representations made by, or on behalf of either party shall be a part of such

contract. Nor shall the contract or any interest therein, be transferred or assigned by the successful bidder without consent of the Government, and any assignment transaction without such consent shall be void. Any bid accepted hereunder and any contract resulting therefrom shall be binding upon the bidder and its heirs, executors, administrators, assigns, representatives and/or successors-in-interest.

19. OFFICIALS NOT TO BENEFIT. No member of or delegate to the Congress, or resident commissioner, shall be admitted to any share or part of the contract of sale or to any benefit that may arise therefrom, but this provision shall not be construed to extend to the contract of sale if made with a corporation for its general benefit.

20. COVENANT AGAINST CONTINGENT FEES. The successful bidder warrants that he or she has not

employed or retained any person or agency to solicit or secure this contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the contract without liability or in its discretion to recover from the successful bidder the amount of such commission, percentage, brokerage, or contingent fee in addition to the consideration herewith set forth. This warranty shall not apply to commissions payable by the successful bidder upon the contract secured or made through bona fide established commercial agencies maintained by the successful bidder for the purpose of doing business. "Bona fide established commercial agencies" has been construed to include licensed real estate brokers engaged in the business generally.

SPECIAL TERMS OF SALE

INVITATION FOR BIDS: 1PR-06-014

1. THE DESCRIPTION of the property set forth in the Invitation for Bids and any other information provided therein with respect to said property is based on the best information available to GSA's Property Disposal Division and is believed to be correct, but any error or omission, including but not limited to the agency having custody over the property and/or any other Federal agency, shall not constitute grounds or reason for nonperformance of the contract of sale or any claim by the purchaser against the Government including, without limitation, any claim for allowance, refund, or deduction from the purchase price.

2. Navigable Airspace. Pursuant to the requirements of House Report Number 95-1053 entitled "FAA Determinations of 'No Hazard' For Structures Near Airports", it has been determined that numerous heliports are located within six (6) nautical miles of the Property. To the extent required by law, the Grantee, his heirs, successors or assigns must comply with 14 CFR Part 77, "Objects Affecting Navigable Air Space", or the Federal Aviation Act of 1958, as amended. This restriction shall run with the Property.

**Bid for the Purchase of
U.S. Government Property**

Invitation for Bid Number: 1PR-06-014

Grand and Adams Land, Hoboken, New Jersey

The Government reserves the right to reject any and all bids.

(Date) _____

To: US General Services Administration
Business Service Center
Thomas P. O'Neill Jr., Federal Building
10 Causeway Street, Room 901
Boston, MA 02222

SUBJECT TO: (1) the terms and conditions of Invitation for Bids identified above, and its Schedule; (2) the Instructions to Bidders; and (3) the General Terms of Sale & Special Terms of Sale, all of which are incorporated as part of this bid, the undersigned bidder hereby offers and agrees, if this bid is accepted within sixty calendar days after date of the bid opening, to purchase the property as described in said Invitation for Bids for which bid price is entered below:

AMOUNT OF BID: \$ _____ BID DEPOSIT (Enclosed) \$ _____

Minimum \$1,000,000.00 \$50,000

CHECKS MUST BE PAYABLE TO THE U.S. GENERAL SERVICES ADMINISTRATION

NOTE: See paragraph 5 of the Instructions to Bidders for information concerning amount and form of bid deposit.

Name and address of bidder (type/print name, street, city, state, and telephone number).

Name: _____
Street: _____ City _____
State: _____ Zip _____
Telephone number: (____) _____

Bidder represents that he operates as (check appropriate box):

☐ an individual doing business as _____

☐ a partnership consisting of _____

☐ a corporation, incorporated in the state of _____

☐ a trustee acting for _____

☐ a Limited Liability Corporation in the state of: _____

In the event this bid is accepted, the instruments of conveyance should name the following as Grantee (s):

Signature of person authorized to sign bid.

Signer's name and title (type or print)

Signature of spouse, if applicable

Spouse's name and title of spouse, (type or print)

Certificate of Corporate Bidder

I _____, certify that I am
_____ of the Corporation named as bidder herein;
that _____ who signed this bid on behalf of the bidder, was
then _____ of said Corporation; that said bid
was duly signed for and on behalf of said Corporation by authority of its governing body and is within the
scope of its corporate powers.

(Secretary or other)

(Official Title)

(SEAL)

**Bid for Purchase of
U.S. Government Property**

Invitation for Bid: 1PR-06-014

Grand and Adams Land, Hoboken, NJ

The Government reserves the right to reject any and all bids.

(Date) _____

To: US General Services Administration
Business Service Center
Thomas P. O'Neill Jr., Federal Building
10 Causeway Street, Room 901
Boston, MA 02222

SUBJECT TO: (1) the terms and conditions of Invitation for Bids identified above, and its Schedule; (2) the Instructions to Bidders; and (3) the General Terms of Sale & Special Terms of Sale, all of which are incorporated as part of this bid, the undersigned bidder hereby offers and agrees, if this bid is accepted within sixty calendar days after date of the bid opening, to purchase the property as described in said Invitation for Bids for which bid price is entered below:

AMOUNT OF BID: \$ _____ BID DEPOSIT (Enclosed) \$ _____

Minimum acceptable \$1,000,000.00

\$50,000

CHECKS MUST BE PAYABLE TO THE U.S. GENERAL SERVICES ADMINISTRATION

NOTE: See paragraph 5 of the Instructions to Bidders for information concerning amount and form of bid deposit.

Name and address of bidder (type/print name, street, city, state, and telephone number).

Name: _____
Street: _____ City _____
State: _____ Zip _____
Telephone number: (____) _____

Bidder represents that he operates as (check appropriate box):

- ☐ an individual doing business as _____
- ☐ a partnership consisting of _____
- ☐ a corporation, incorporated in the state of _____
- ☐ a trustee acting for _____
- ☐ a Limited Liability Corporation in the state of: _____

In the event this bid is accepted, the instruments of conveyance should name the following as Grantee (s):

Signature of person authorized to sign bid.

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Spouse's name and title of spouse, (type or print)

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Photo taken from Seventh Street and Grand Street



Grand and Adams Land, Hoboken, NJ
For Sale by Sealed Bid (1-PR-06-014)
Opening on Tuesday, November 7, 2006
Boston, Massachusetts

Sale conducted for the United States Environmental Protection Agency
by
General Services Administration
Public Buildings Service
Office of Property Disposal
10 Causeway Street
Boston, Massachusetts 02222